



STEVE COOLEY  
LOS ANGELES COUNTY DISTRICT ATTORNEY

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July 03, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

37 July 3, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**AUTHORIZE AGREEMENT BETWEEN THE LOS ANGELES COUNTY DISTRICT ATTORNEY  
AND THE CITY OF BELLFLOWER TO CONTINUE THE STRATEGIES AGAINST GANG  
ENVIRONMENTS (SAGE) PROGRAM (4th DISTRICT) (3 VOTES)**

**SUBJECT**

The District Attorney is requesting approval to enter into an agreement with the City of Bellflower (City) in the amount of \$195,527 for the period of July 1, 2012 through June 30, 2013, to continue the Strategies Against Gang Environments (SAGE) Program. This program provides services to reduce gang violence through the use of various legal and law enforcement actions.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the District Attorney, or his designee, on behalf of the County of Los Angeles, to sign and execute an agreement with the City for the SAGE Program. The City will fully offset program costs estimated at \$195,527 for the period of July 1, 2012 through June 30, 2013.
2. Authorize the District Attorney, or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the SAGE Program and to execute and approve up to four one-year extensions to the Agreement, including amendments and augmentations to program goals or objectives, or budget revisions to the program subject to the payment limitations in the Agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The SAGE Program abates street gang violence and narcotics-related activities by utilizing criminal nuisance abatement, corridor enrichment, anti-prostitution, and mobile home park inspection

programs, forfeiture proceedings, informal interventions, technical assistance to Sheriff's personnel, and other strategies deemed appropriate by the District Attorney (DA) and the City.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the Los Angeles County Strategic Plan Goal No. 1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services, and Strategic Plan Goal No. 3, Integrated Services Delivery, to maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

### **FISCAL IMPACT/FINANCING**

Funding for this program is included in the Department's Fiscal Year 2012-13 budget. The estimated cost of the program is \$195,527 for the period covering July 1, 2012 through June 30, 2013, which will be fully offset by the City. To the extent that this Agreement is extended, the annual cost in each subsequent year shall be based on the actual compensation level of the DDA assigned to the program.

If funding for this Agreement is terminated, an evaluation would be conducted to determine whether the program will either be continued with costs absorbed by the department or discontinued with the reallocation of staff to vacant budgeted positions.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This Agreement will provide the services of one Deputy District Attorney (DDA) to the City for this purpose. All services provided shall be consistent with the laws of the State of California, Los Angeles County, the City of Bellflower and all guidelines of the DA's Office. The DDA assigned to this program works closely with the Los Angeles County Sheriff Department's Special Assignment Officers, Juvenile Probation Officers, Adult Probation Officers, Parole Agents, Public Safety Officers, business and property owners associations and school officials. Efforts have been concentrated on case tracking, gang tracking, and criminal nuisance abatement. Additionally, the DDA provides extensive outreach to community members, business leaders, property owners, and business owners relating to various nuisance activities.

The DDA assigned to the program has been instrumental in improving the quality of life in the City. The DDA has helped to abate nuisance activity at numerous motels and apartment complexes within the City. Through the creation of property and business owner associations, the DDA meets regularly with these groups to discuss ways to combat crime and nuisance activity at their businesses or properties.

Additionally, the DDA has aggressively pursued, on behalf of the City, restitution for emergency response costs in driving under the influence cases by creating a process for reimbursement involving the courts, Bellflower DDAs, law enforcement officers, and public safety personnel. The DDA continues to participate in teaching Legal Enrichment and Decision-Making (LEAD) to school(s) in the City. As a result of their tenacious efforts and dedication to improving the quality of life for the City of Bellflower, the DDA was awarded the Bellflower Recognizes Acts of Valor and Outstanding (BRAVO) Service Award from the City on February 2011.

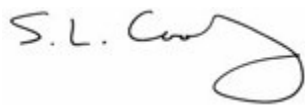
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender and Sheriff's Departments.

**CONCLUSION**

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter to Ms. Myrna F. Tanalega, Grants Section, County of Los Angeles District Attorney's Office, 201 North Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Ms. Tanalega at (213) 202-7683 or via email at [mtanalega@da.lacounty.gov](mailto:mtanalega@da.lacounty.gov).

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "S. L. Cooley", with a large, stylized loop at the end.

STEVE COOLEY

District Attorney

no

Enclosures

c: Executive Officer, Board of Supervisors  
Chief Executive Officer  
County Counsel

**AGREEMENT BY AND BETWEEN**  
**THE COUNTY OF LOS ANGELES**  
**AND**  
**THE CITY OF BELLFLOWER FOR THE**  
**STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the County of Los Angeles, a political subdivision of the State of California (COUNTY), and the City of Bellflower (CITY), a general law city, under the laws of the State of California and both of whom are collectively referred to as the PARTIES.

**WHEREAS**, the CITY is in need of a program to reduce street gang activity and graffiti problems, to reduce illicit narcotics sales and use and to abate criminal nuisance conditions and activities; and

**WHEREAS**, the COUNTY, through its Office of the District Attorney, with the CITY recognizes the need for innovative approaches for the suppression of street gang activity, graffiti, vandalism, narcotics sales and use, criminal nuisance properties and related problems; and

**WHEREAS**, the COUNTY has adopted and is implementing in other cities a program called Strategies Against Gang Environments (SAGE) which provides legal services aimed at reducing street gang activity, narcotics sales and use and related problems occurring within cities; and

**WHEREAS**, the CITY desires to enter into an Agreement with the COUNTY to implement the SAGE program within the territorial boundaries of the CITY;

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the PARTIES agree as follows:

**1.0 PURPOSE**

The purpose of this Agreement is to maintain one Deputy District Attorney (DDA) within the CITY, to perform services, as mutually agreed upon by both PARTIES, to reduce gang violence through the abatement of gang and narcotic-related activities in the CITY by civil injunctions, forfeiture proceedings, informal intervention, technical assistance to Sheriff's personnel and other procedures deemed appropriate by the PARTIES. These services shall be consistent with the laws of the State of California and the guidelines of the COUNTY and CITY.

**2.0 TERM OF AGREEMENT**

The term of this Agreement shall commence on July 1, 2012 and continue through June 30, 2013, unless sooner terminated as provided herein. Upon mutual agreement of both PARTIES, this Agreement may be extended for up to four additional one-year periods.

**3.0 COUNTY OBLIGATIONS**

COUNTY shall provide, on behalf of CITY, the services of one DDA from the Community Prosecution Division, on a full-time basis, to pursue appropriate criminal sanctions against targeted offenders, criminal nuisance abatement actions and advise and work with the Bellflower Public Safety Office and other

law enforcement officers, community leaders, city officials, and other members of the community, to assist the CITY in the development of a multifaceted strategy for improving public safety, including the use of civil injunctions. The COUNTY shall have sole discretion in personnel matters including the selection, tenure, supervision, and transfer of the DDA assigned to the CITY. Specific tasks to be performed shall be subject to the approval of the City Public Safety Director.

The COUNTY shall have sole and independent prosecutorial discretion to determine which matters should be filed as criminal cases and civil injunctions, and to give objective and impartial consideration to each individual case, including pleas and sentencing options. The prosecutor assigned to the CITY pursuant to this Agreement will appropriately, independently, and pursuant to legal rules of ethics and professional responsibility which govern the actions of prosecuting attorneys, furnish to the CITY appropriate prosecutorial and SAGE program legal services. Subject to the COUNTY's discretion, the specific activities shall include, but are not limited to:

- 3.1 The tracking of criminal cases and creation of profiles, as allowed by law, of the most problematic gang and/or tagger youths in the CITY in an effort to provide prosecutors, probation officers, parole agents, school officials, judges and other pertinent personnel with current and accurate information that is relevant to the determination of suitable terms of punishment and/or supervised probation; and

- 3.2 The initiation of civil injunctive relief that is deemed appropriate, including but not limited to, the abatement of public nuisances such as illegal drug sales, gang activity and other conditions which have the tendency to lead to the commission of violent and serious gang-related crimes; and
- 3.3 The use of civil and quasi-criminal procedures that are deemed appropriate and which are intended to help reduce the incentives for criminal and gang activities; and
- 3.4 Participation in neighborhood and community programs to improve public safety and reduce gang activity.

#### 4.0 **CITY OBLIGATION**

The CITY shall provide the office space for one DDA assigned to perform the services of this Agreement.

#### 5.0 **PAYMENT TERMS**

The contract sum, payable by CITY to COUNTY will not exceed \$195,527 for the period covering July 1, 2012 through June 30, 2013. Actual costs for salary and employee benefits is payable by the CITY to the COUNTY for the services referenced in 3.0 of this Agreement for the implementation of the SAGE Program.

The annual cost in each subsequent year shall be limited to the actual salary and employee benefits of the assigned deputy, including any increases approved by the COUNTY for the assigned DDA.

## **6.0 MUTUAL INDEMNIFICATION**

- 6.1 The COUNTY shall defend, indemnify, and hold harmless the CITY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage, or expense is directly and proximately caused by the negligence or wrongful acts of COUNTY in the performance of SAGE program activities, and to pay on behalf of the CITY any and all claims, damages, judgments, defense costs, adjuster fees and attorney fees directly resulting therefrom.
- 6.2 The CITY shall defend, indemnify, and hold harmless the COUNTY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage or expense is directly and proximately caused by the negligence or wrongful acts of the CITY in execution of SAGE program activities and to pay on behalf of the COUNTY, any and all claims, damages, judgments, defense costs, adjuster fees and attorney fees directly resulting therefrom.

## **7.0 VALIDITY**

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.



8.0 **WAIVER**

No waiver of any breach of this Agreement by either party shall constitute a waiver of any breach of this Agreement including a subsequent breach of the same provision.

9.0 **GOVERNING LAWS**

This Agreement shall be interpreted according to the laws of the State of California.

10.0 **NONDISCRIMINATION IN EMPLOYMENT AND SERVICES**

Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, national origin, ancestry, sex, age, physical or mental handicap, in accordance with all applicable requirements of Federal and State law.

11.0 **PURCHASING RECYCLED-CONTENT BOND PAPER**

Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited at County landfills, CITY agrees to use recycled content bond paper to the maximum extent possible on the project.

12.0 **CITY'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CITY acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CITY understands that it is the COUNTY'S policy to encourage all County affiliates to voluntarily post COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position

of CITY'S place of business. The County's Department of Children and Family Services will supply CITY with the poster to be used.

**13.0 ALTERATION OF TERMS**

This writing and any amendments thereto, constitute the entire agreement between the parties. This Agreement may not be altered or modified except by the express written consent of both the LADA and CITY. Each party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. No addition to, or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this Agreement which formally approved and executed by the parties.

**14.0 INVOICES AND PAYMENTS**

14.1 All invoices under this Agreement shall be submitted to the following address:

City of Bellflower  
Joel Hockman, Public Safety Director  
16600 Civic Center Drive  
Bellflower, California 90706

14.2 Such payment will be made in accordance with the provisions as specified herein. COUNTY shall submit a monthly invoice to CITY within 30 calendar days after the end of the month in which services were provided. Invoices will charge actual costs for salary and employee benefits of the DDA. CITY shall pay each monthly invoice within sixty (60) days following the date of the invoice.

15.0 **TERMINATION**

This Agreement may be terminated by either party upon 30 days written notice. All costs incurred up to the date of termination shall be prorated and reimbursed accordingly.

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**IN WITNESS WHEREOF**, the COUNTY and the CITY enter into this Agreement for the Strategies Against Gang Environments to be signed by its duly authorized officers.

County of Los Angeles

By \_\_\_\_\_  
Steve Cooley, District Attorney

City of Bellflower  
a municipal corporation

By \_\_\_\_\_  
Dan Koops, Mayor

Date: \_\_\_\_\_

Attest:  
City Clerk

By \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM BY  
COUNTY COUNSEL:

JOHN F. KRATTLI

By \_\_\_\_\_  
Jennifer Lehman

Principal Deputy County Counsel

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**Los Angeles County Chief Executive Office  
Grant Management Statement for Grants Exceeding \$100,000**

**Department:** **District Attorney**

**Grant Project Title and Description: STRATEGIES AGAINST GANG ENVIRONMENT (SAGE)**

The SAGE Program abates street gang violence and narcotics-related activities by utilizing criminal nuisance abatement, corridor enrichment, anti-prostitution, and mobile home park inspection programs, forfeiture proceedings, informal interventions, technical assistance to Sheriff's personnel, and other strategies deemed appropriate by the District Attorney (DA) and the City of Bellflower.

<b>Funding Agency</b>	<b>Program (Fed. Grant # /State Bill or Code #)</b>	<b>Grant Acceptance Deadline</b>
<b>City of Bellflower</b>	<b>N/A</b>	<b>N/A</b>

**Total Amount of Grant Funding: \$195,527**

**County Match: 0**

**Grant Period:**

**Begin Date: July 1, 2012**

**End Date: June 30, 2013**

**Number of Personnel Hired Under This Grant:**

**Full Time: 1**

**Part Time**

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant-funded program? Yes  X  No

Will all personnel hired for this program be placed on temporary ("N") items? Yes  X  No

Is the County obligated to continue this program after the grant expires? Yes   No  X

If the County is not obligated to continue this program after the grant expires, the Department will:

a) Absorb the program cost without reducing other services Yes   No  X

b) Identify other revenue sources Yes   No  X

(Describe) \_\_\_\_\_

c) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes  X  No

**Impact of additional personnel on existing space:**  
None.

**Department Head Signature** \_\_\_\_\_ **Date** \_\_\_\_\_